

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |  | 1. CONTRACT ID CODE   | PAGE OF PAGES                  |
|--|--|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>P00001  | 3. EFFECTIVE DATE<br>02/19/99                  | 4. REQUISITION/PURCHASE REQ. NO.  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>82D CONTRACTING SQUADRON<br>136 K AVENUE STE 1<br>SHEPARD AFB TX 76311-2746<br>SHARON ROBERSON (940) 676-7205  | 7. ADMINISTERED BY (If other than item 6) CODE |   |                                |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)<br>URRUTIA, INC.<br>P.O. BOX 130<br>ABBEVILLE, AL 36310   |  | 9A. AMENDMENT OF SOLICITATION NO.   |                                |
|  |  | 9B. DATED (SEE ITEM 11)   |                                |
|  |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.   |                                |
|  |  | X F41612-99-C0003   |                                |
|  |  | 10B. DATED (SEE ITEM 13)<br>02/19/99  |                                |
| CODE   | FACILITY CODE                                  |   |                                |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  |  |   |                                |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:<br>(a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |                                |
| 12. Accounting and Appropriation Data (If required)  |  |   |                                |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |  |   |                                |
| (A) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.<br>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).<br>X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>FAR 52.212-4, Changes<br>D. OTHER (Specify type of modification and authority)  |  |   |                                |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>ALL</u> copies to the issuing office.  |  |   |                                |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>POC: ROBERSON, SHARON B.<br>PHONE: 940-676-7205<br>See Page 2 of 2 Pages  |  |   |                                |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.   |  |   |                                |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>LEN H. HERNDON, V.P. ADMINISTRATION   |  | 16A. NAME AND TITLE OF SIGNER (Type or print)<br>ROSE MARIE FIDELIE                                 |                                |
| 15B. CONTRACTOR/OFFEROR<br><i>Len Herndon</i><br>(Signature of person authorized to sign)<br>NSN 7540-01-152-9070<br>PREVIOUS EDITION UNUSABLE   | 15C. DATE SIGNED<br>02/22/99                   | 15D. UNITED STATES OF AMERICA<br>BY <i>Rose Marie Fidelie</i><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>22 Feb 99  |

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STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

1. This Modification is to change the Phase-In period from 1-11 Apr 99 to read 21-31 Mar 99.

2. Replace Page 4 of Bid Schedule with Revised Page 4 of Bid schedule changing the Phase-In period, increasing the contract by \$6,726.00.

3. The Accounting and Appropriation Data for this Modification is:

5793400 309 6444 564458 03 53330 660700 W/O A39001 (\$179,957.00) Final Pmt  
5797045 839 6444 564458 P72121 53330 660700 W/O A39002 AFO ID 1 (\$103,244.20)  
9790130.1883 2X9 6444 245280 B8 53330 660700 W/O A39003 (\$7,761.00)  
5793400 309 6444 564458 03 53330 660700 W/O A39004 AFO ID 1 (\$8,795.80)

4. The contract price in block 26 of SF 1449 is changed from \$293,032.00 to read \$299,758.00 an increase of \$6,726.

5. Release of Claims: In consideration of the modification agreed to herein as complete equitable adjustment, the contractor hereby releases the Government from any liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this contract modification.

F41612-99-C0003  
MODIFICATION P00001

THE BID SCHEDULE  
SUPPLIES OR SERVICE AND PRICE/COSTS

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND  
TRANSPORTATION NECESSARY TO PERFORM REFUSE COLLECTION AND DISPOSAL AT  
SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED

PERFORMANCE PERIOD: BASIC PERIOD - 1 APRIL 1999 THROUGH 30 SEPTEMBER 1999

| ITEM NO. | SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE | AMOUNT |
|----------|-------------------|-----|------|------------|--------|
|----------|-------------------|-----|------|------------|--------|

|        |  |             |      |                    |                         |
|--------|--|-------------|------|--------------------|-------------------------|
| 0001   | BASE PROPER Refuse collection and disposal services  |             |      |                    |                         |
| 0001AA | For 6 and 8 cubic yard containers  | 6           | MO   | <u>\$18,206.00</u> | <u>\$109,236.00</u>     |
| 0001AB | For 20 and 30 cubic yard/roll-off containers   | 6           | MO   | <u>\$ 3,340.00</u> | <u>\$ 20,040.00</u>     |
| 0002   | MILITARY FAMILY HOUSING Refuse collection and Disposal to include Capehart, Wherry and Bunker Hill | 6           | MO   | <u>\$13,997.00</u> | <u>\$83,982.00</u>      |
| 0003   | EXTRA COLLECTIONS  |             |      |                    |                         |
| 0003AA | For 6 and 8 cubic yard containers  | Est<br>40   | EA   | <u>\$ 10.00</u>    | <u>\$ 400.00(Est)</u>   |
| 0003AB | For 20 and 30 cubic yard/roll-off containers   | Est<br>120  | EA   | <u>\$ 25.00</u>    | <u>\$ 3,000.00(Est)</u> |
| 0004   | Landfill Fees  | Est<br>2700 | TON  | <u>\$ 28.00</u>    | <u>\$75,600.00(Est)</u> |
| 0005   | Phase In 21-31 Mar 99  | 11          | DAYS | <u>\$ 750.00</u>   | <u>\$ 7,500.00</u>      |

TOTAL ESTIMATED AMOUNT FOR BASIC YEAR \$299,758.00(Est)

|  |                                |  |  |                       |
|--|--------------------------------|--|--|-----------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |                                |  | 1. CONTRACT ID CODE<br>J   | PAGE OF PAGES<br>1 02 |
| 2. AMENDMENT/MODIFICATION NO.<br>0002  | 3. EFFECTIVE DATE<br>99JUN15   | 4. REQUISITION/PURCHASE REQ. NO.<br>SEE SCHEDULE   | 5. PROJECT NO. (If applicable)   |                       |
| 6. ISSUED BY<br>820 CONTRACTING SQUADRON<br>136 K AVENUE STE 1<br>SHEPPARD AFB TX  | CODE<br>FA3020<br>76311-2746   | 7. ADMINISTERED BY (If other than Item 6)<br>CODE  |  |                       |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and zip code)<br><br>URRUTIA INCORPORATED<br><br>106 WEST COURT SQUARE<br>ABBEVILLE AL 36310   |                                | (X)  | 9A. AMENDMENT OF SOLICITATION NO.<br><br>9B. DATED (See item 11)<br><br>1C. MODIFICATION OF CONTRACT/ORDER NO.<br>X F4161299C0003<br><br>10B. DATED (See item 13)<br>99FEB28 |                       |
| CODE   |                                | FACILITY CODE  |  |                       |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  |                                |  |  |                       |
| The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers<br><input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.<br>12. ACCOUNTING AND APPROPRIATION DATA (If required) CODE: F60700 |                                |  |  |                       |
| NO CHG .00   |                                |  |  |                       |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,<br>IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.  |                                |  |  |                       |
| (X) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.   |                                |  |  |                       |
| 1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).  |                                |  |  |                       |
| X 1C. This supplemental agreement is entered in pursuant to authority of:<br>CHANGES CLAUSE IN ACCORDANCE WITH FAR 52.212-4  |                                |  |  |                       |
| 1D. Other (Specify type of modification and authority)   |                                |  |  |                       |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ALL copies to the issuing office.   |                                |  |  |                       |
| 14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>POC: ROBERSON, SHARON B.<br>PHONE: 9406767205<br><br>SEE SCHEDULE   |                                |  |  |                       |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, are unchanged and in full force and effect.   |                                |  |  |                       |
| 15. NAME AND TITLE OF SIGNER (Type or print)<br><br>LEN HERNDON, VICE PRESIDENT  |                                | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><del>ROSE MARIE FIDELITE</del><br>CHERYL M. BROWN<br>Contracting Officer |  |                       |
| 15B. CONTRACTOR/OFFEROR<br><i>Len Herndon</i><br>(Signature of person authorized to sign)  | 15C. DATE SIGNED<br>25 JUNE 99 | 16B. UNITED STATES OF AMERICA<br>BY <i>Cheryl M. Brown</i><br>(Signature of Contracting Officer)                                       | 16C. DATE SIGNED<br>01/07/99   |                       |

URRUTIA INCORPORATED

1. THE PURPOSE OF THIS MODIFICATION IS TO CHANGE A PAGE INCORPORATING NEW CLAUSE FAR 52.252-2 DATED FEB 1998.
2. THERE IS NO DOLLAR AMOUNT CHANGES ON THIS MODIFICATION.
3. CAGE CODE: 0TFY5  
DUNS NUMBER: 626515720  
TAX ID NUMBER: 742688702

1. The purpose of this Modification is to incorporate two clause changes into the contract.
2. Replace Pages 11 through 17 of contract with revised pages 11 through 17 dated 15 Jun 99.
3. The contract price in block 26 of SF 1449 remains unchanged.
4. Release of Claims: In consideration of the modification agreed to herein as complete equitable adjustment, the contractor hereby releases the Government from any liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this contract modification.

(1) FAR 52.212-4 (FULL TEXT) Contract Terms & Conditions

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS— (APR 1998)  
COMMERCIAL ITEMS  
(IAW FAR 12.301(b)(3))

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties, with the exception of:

- (1) Administrative changes such as changes in the paying office, appropriation data, etc.
- (2) Exercise of Remaining Options and adding funding for the next fiscal year.
- (3) Any change made before work begins if—
  - a. The change is within the scope of the original order,
  - b. The contractor agrees;
  - c. The modification references the contractor's verbal or written agreement.

These changes may be made unilaterally by the Government.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public

Dated 15 Jun 99

enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

Dated 15 Jun 99



(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliance's.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to

Dated 15 Jun 99

influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliance's, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

#### ADDITIONAL CLAUSES

(2) Addendum 1 to FAR 52.212-4

FAR 52.252-2      CLAUSES INCORPORATED BY REFERENCE      (FEB 1998)  
As prescribed in 52.107(b), insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

FAR 52.204-4      Printing /Copying Double Sided On Recycled      (JUN 1996)  
Paper (IAW FAR 4.304)

FAR 52.217-8      Option to Extend Services      (AUG 1989)  
(IAW FAR 17.208(f))

FAR 52.217-9      Option to Extend the Term of the contract      (MAR 1989)  
(IAW FAR 17.208(g))

For the purpose of this clause the blanks are completed as follows:

- (a) within 15 days (prior to expiration of the contract period)
- (c) not to exceed 84 months

FAR 52.219-18      Notification of Competition Limited to      (JAN 1997)  
Eligible 8(a) Concerns  
As prescribed in 19.811-3(d), insert  
The following clause:

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer –

(1) SIC code 4953 is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

Dated 15 Jun 99

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The \_\_\_\_\_ *[insert name of SBA's contractor]* will notify the 82d Contracting Squadron Contracting Officer in (writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

|                    |  |            |
|--------------------|--|------------|
| FAR 52.223-10      | Waste Reduction Program<br>(IAW FAR 23.706)  | (OCT 1997) |
| FAR 52.232-18      | Availability of Funds<br>(IAW FAR 32.705-1(a))                                       | (APR 1984) |
| FAR 52.237-1       | Site Visit<br>(IAW FAR 37.110(a))  | (APR 1984) |
| FAR 52.237-2       | Protection of Government Buildings,<br>Equipment, And Vegetation (IAW FAR 37.110(b)) | (APR 1984) |
| FAR 52.237-3       | Continuity of Services<br>(IAW 37.11(c))   | (JAN 1991) |
| FAR 52.245-8       | Liability for the Facilities<br>(IAW FAR 45.302-6(b))                                | (JAN 1997) |
| DFARS 252.204-7004 | Required Central Contractor<br>Registration  | (MAR 1998) |
| <b>AETC FARS</b>   |  |            |
| 5352.214-9000      | Smoking in AETC Facilities<br>(IAW AETC FARS 5314.201-2(h))                          | (JUL 1993) |
| 5352.237-9001      | Preperformance Conference  | (JUL 1993) |

Offerors/bidders are hereby advised that if they are awarded a contract as a result of this solicitation, they may be required to appear at the 82d CONS/LGCV, 136 K Avenue

Dated 15 Jun 99

Suite 1, Building 1664, Sheppard AFB, TX, at a time to be determined by the Contracting Officer to attend a preperformance conference prior to commencement of any work on the military installation.

#### SHEPPARD AFB CLAUSE

##### Method of Deduction for Non-Reperformance

In accordance with FAR Clause 52.212-4 (a), entitled "Inspection/Acceptance," the contractor is afforded an opportunity to reperform a service that was missed or not in accordance with the requirements in the Statement of Need (ie. missed collection of a particular rolloff container). However, reperformance must occur before the next scheduled collection date for the item. If reperformance is not accomplished, deductions in contract price will be accomplished as follows:

a. Non-collection of bulk containers: For each missed container that is not reperformed, the unit price for the corresponding SubCLIN for Extra Collections (X003AA and/or X003AB) will be deducted from the monthly invoice. For example, if during the Base Year, a 6 CY container was missed and not recollected before the next scheduled collection date, the unit price for SubCLIN 0003AA would be deducted in the next invoice.

b. Non-collection of Military Family Housing units: For each missed container that is not reperformed, this item will be priced per household in the following manner: The total annual amount for the MFH CLIN (X002) will be divided by 52 weeks to arrive at a weekly price. This result is then divided by 1287 (# of housing units) to arrive at the weekly price. This price is divided by two (number of collections per week). The resultant price is the price that will be deducted per household for each missed collection.

FAR 52.216-4      Economic Price Adjustment -  
Labor and Material

(JAN 1997)

As prescribed in 16.203-4(c), when contracting by negotiation, insert a clause that is substantially the same as the following clause in solicitations and contracts when the conditions specified in 16.203-4(c)(1)(i) through (iv) apply (but see 16.203-4(c)(2)). The clause may be modified by increasing the 10-percent limit on aggregate increases specified in subparagraph (c)(4), upon approval by the chief of the contracting office.

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases

Dated 15 Jun 99

and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subparagraph (c)(3) of this clause. The Contracting Officer shall modify this contract

(1) to include the price adjustment and its effective date and

(2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for --

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

**THIS CLAUSE ONLY APPLIES TO CLIN NUMBERS 0004, 1004, 2004, 3004, 4004, 5004, 6004.**

(End of Clause)

Dated 15 Jun 99

|  |                               |  |   |                       |
|--|-------------------------------|--|---|-----------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |                               |  | 11. CONTRACT ID CODE<br>J               | PAGE OF PAGES<br>1 02 |
| 2. AMENDMENT/MODIFICATION NO.<br>003   | 13. EFFECTIVE DATE<br>99OCT01 | 14. REQUISITION/PURCHASE REQ. NO.<br>SEE SCHEDULE                  | 5. PROJECT NO. (If applicable)          |                       |
| 16. ISSUED BY<br>820 CONTRACTING SQUADRON<br>136 K AVENUE STE 1<br>SHEPPARD AFB TX   | CODE<br>FA3020<br>76311-2746  | 17. ADMINISTERED BY (If other than Item 5)                         |   |                       |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)<br><br>URRUTIA, INCORPORATED<br>106 WEST COURT SQUARE<br>ABBEVILLE AL 36310  |                               | (X)  | 9A. AMENDMENT OF SOLICITATION NO.       |                       |
|  |                               |  | 9b. DATED (See item 11)                 |                       |
|  |                               |  | 10A. MODIFICATION OF CONTRACT/ORDER NO. |                       |
|  |                               | X  | F4161299C0003                           |                       |
|  |                               |  | 10B. DATED (See item 13)<br>99FEB28     |                       |
| CODE   |                               | FACILITY CODE  |   |                       |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  |                               |  |   |                       |
| The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers<br>is extended, is not extended.   |                               |  |   |                       |
| Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |                               |  |   |                       |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><br>CODE: F60700  |                               |  |   |                       |
| NO CHG   |                               |  |   |                       |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,<br>IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.  |                               |  |   |                       |
| (X) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.   |                               |  |   |                       |
| 1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).  |                               |  |   |                       |
| 1C. This supplemental agreement is entered in pursuant to authority of:  |                               |  |   |                       |
| X 1D. Other (Specify type of modification and authority)<br>FAR 52.221-9 "Option to Extend the Term of the Contract"   |                               |  |   |                       |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.   |                               |  |   |                       |
| 14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>POC: ROBERSON, SHARON B.<br>PHONE: 9406767205<br><br>SEE SCHEDULE   |                               |  |   |                       |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, is unchanged and in full force and effect.  |                               |  |   |                       |
| 15. NAME AND TITLE OF SIGNER (Type or print)   |                               | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)         |   |                       |
|  |                               | ROSE MARIE FIDELIE   |   |                       |
| 15B. CONTRACTOR/OFFEROR  | 15C. DATE SIGNED              | 16B. UNITED STATES OF AMERICA                                      | 16C. DATE SIGNED                        |                       |
| (Signature of person authorized to sign)   |                               | BY <i>Rose Marie Fidelie</i><br>(Signature of Contracting Officer) | 01 Sep 99                               |                       |

F41612-99-C0003  
Modification P00003  
Page 2 of 2 Pages  
Urrutia, Inc.  
2 Sep 99

A. Pursuant to Part II, Section 2, FAR 52.217-9, Option to Extend the Term of the Contract, the Government elects to exercise its right of option to extend the basic contract to include the period Option Year One 1 Oct 99 through 30 Sep 2000.

B. Standard Form 1449 estimated total amount is changed to read from: \$299,758.00 to read \$878,074.00 an increase of \$578,316.00 (estimated subject to change by new Wage Determination).

C. The above increase is subject to Part II, Section 2, FAR 52.232-18, Availability of Funds (this clause applies to both the initial award and the exercise of any contract option).

D. Wage Determination No. 94-2525, Revision No. (13), dated 8/9/99 is incorporated into this contract, effective 1 Oct 99.

E. Pursuant to Part II, Section 3, FAR 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts), the contractor is required to notify the Contracting Officer of any increase or decrease in the cost of performance of this contract by reason of application of the wage determination cited in contract. Any increases or decreases shall be forwarded to the Contracting Officer within thirty (30) days after the effective date of this modification (2 Oct 99). The parties shall enter into negotiations for the purpose of making appropriate adjustments in contract price applicable to said wage determination.

|   |                               |  |  |                      |
|---|-------------------------------|--|--|----------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |                               |  | 1. CONTRACT ID CODE<br>J                                 | PAGE OF PAGE<br>1 03 |
| 2. AMENDMENT/MODIFICATION NO.<br>F00004   | 13. EFFECTIVE DATE<br>99OCT01 | 4. REQUISITION/PURCHASE REQ. NO.<br>SEE SCHEDULE                                 | 5. PROJECT NO. (If applicable)                           |                      |
| 6. SUED BY<br>820 CONTRACTING SQUADRON<br>136 K AVENUE STE 1<br>SHEPPARD AFB TX   | CODE<br>FA3020<br>76311-2746  | 7. ADMINISTERED BY (If other than Item 6) CODE                                   |  |                      |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)<br><br>URRUTIA, INCORPORATED<br>106 WEST COURT SQUARE<br>ABBEVILLE AL 36310   |                               | (x)  | 9A. AMENDMENT OF SOLICITATION NO.                        |                      |
|   |                               |  | 9b. DATED (See item 11)                                  |                      |
|   |                               | X  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>F4161299C0003 |                      |
|   |                               |  | 10B. DATED (See item 13)<br>99FEB28                      |                      |
| CODE  |                               | FACILITY CODE  |  |                      |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS   |                               |  |  |                      |
| The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers<br>is extended, is not extended.  |                               |  |  |                      |
| Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified |                               |  |  |                      |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)   |                               |  | CODE: F60700   |                      |
| PAGE 2  |                               |  | NET INC 578316.00  |                      |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,<br>IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.   |                               |  |  |                      |
| (x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.   |                               |  |  |                      |
| B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).  |                               |  |  |                      |
| C. This supplemental agreement is entered in pursuant to authority of:  |                               |  |  |                      |
| X D. Other (Specify type of modification and authority)<br>FAR 52.232-18 "AVAILABILITY OF FUNDS"  |                               |  |  |                      |
| E. IMPORTANT: Contractor (X) is not, is required to sign this document and return ___ copies to the issuing office.   |                               |  |  |                      |
| 14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>POC: ROBERSON, SHARON B.<br>PHONE: 9406767205<br><br>SEE SCHEDULE  |                               |  |  |                      |
| ***** THIS IS A REPRINT *****   |                               |  |  |                      |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, are unchanged and in full force and effect.  |                               |  |  |                      |
| NAME AND TITLE OF SIGNER (Type or print)  |                               | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ROSE MARIE FIDELIE |  |                      |
| 15B. CONTRACTOR/OFFEROR   | 15C. DATE SIGNED              | 16B. UNITED STATES OF AMERICA  | 16C. DATE SIGNED   |                      |
| (Signature of person authorized to sign)  |                               | BY <i>Rose Marie Fidelie</i><br>(Signature of Contracting Officer)               | 1/20/99  |                      |



URRUTIA, INCORPORATED

- \*\*\*\*CAGE CODE: WRYU7 DUNS: 782691133 TIN: 631938466\*\*\*\*
- A. THE PURPOSE OF THIS MODIFICATION IS TO OBLIGATE FUNDS PURSUANT TO FAR 52.232-18 "AVAILABILITY OF FUNDS".
- B. PLEASE PUT AN "X" IN BLOCK 18B OF STANDARD FORM 1449, INDICATING ADDRESS FOR SUBMITTAL OF INVOICES HAS CHANGED TO READ: 82 CES/CEOEI, 231 9TH AVENUE, SHEPPARD AFB TX 76311-3333.
- C. PLEASE REMOVE PAGE 3 OF CONTRACT AND REPLACE WITH REVISED PAGE 3 DATED 1 OCT 99, CHANGING THE LOCATION OF INVOICING.
- D. FUNDS ARE OBLIGATED TO THE FOLLOWING ACCOUNTING AND APPROPRIATION DATA:
- |   |              |
|---|--------------|
| 5703400 300 6444 564458 53330 03 660700 A30048      | \$342,306.00 |
| 5703400 300 6444 564458 53330 03 660700 A30050      | \$ 17,424.00 |
| 9700130.1883 2X0 6444 245280 53330 08 660700 A30051 | \$ 15,522.00 |
| 5707045 830 6444 72121 564458 53330 660700 A30049   | \$203,064.00 |

( CONTINUED )

URRUTIA, INCORPORATED

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT    |
|---------|---|----------|------|------------|-----------|
| 0003    | S20501REFUSE F73CE091690100<br>PRI: 09<br>SERVICES, UTILITIES, AND HOUSEKEEPING | 1        | JB   | 342306.00  | 342306.00 |
|         | FOR REFUSE/GARBAGE COLLECTION.  |          |      |            |           |
| 0004    | S20501REFUSE F73CE091690101<br>PRI: 09<br>SERVICES, UTILITIES, AND HOUSEKEEPING | 1        | JB   | 17424.00   | 17424.00  |
|         | FOR REFUSE/GARBAGE COLLECTION.  |          |      |            |           |
| 0005    | S20501REFUSE F73CE091690102<br>PRI: 09<br>SERVICES, UTILITIES, AND HOUSEKEEPING | 1        | JB   | 15522.00   | 15522.00  |
|         | FOR REFUSE/GARBAGE COLLECTION.  |          |      |            |           |
| 0006    | S20501REFUSE F73CE091690103<br>PRI: 09<br>SERVICES, UTILITIES, AND HOUSEKEEPING | 1        | JB   | 203064.00  | 203064.00 |
|         | FOR REFUSE/GARBAGE COLLECTION.  |          |      |            |           |

|   |                               |  |   |
|---|-------------------------------|--|---|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |                               | 11. CONTRACT ID CODE<br>J                                  | PAGE OF PAGES<br>1 03   |
| 2. AMENDMENT/MODIFICATION NO.<br>00005  | 13. EFFECTIVE DATE<br>99OCT21 | 14. REQUISITION/PURCHASE REQ. NO.<br>SEE SCHEDULE          | 5. PROJECT NO. (If applicable)  |
| 6. ISSUED BY<br>820 CONTRACTING SQUADRON<br>136 K AVENUE STE 1<br>SHEPPARD AFB TX   | CODE<br>FA3020<br>76311-2746  | 7. ADMINISTERED BY (If other than Item 6)                  | CODE  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)<br><br>URRUTIA, INCORPORATED<br>106 WEST COURT SQUARE<br>ABBEVILLE AL 36310   |                               | (x)  | 9A. AMENDMENT OF SOLICITATION NO.<br><br>9b. DATED (See item 11)<br><br>10A. MODIFICATION OF CONTRACT/ORDER NO.<br>X F4161299C0003<br>10B. DATED (See item 13)<br>99FEB28 |
| CODE  |                               | FACILITY CODE  |   |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS<br>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers<br>is extended, is not extended.   |                               |  |   |
| Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified |                               |  |   |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)   |                               | CODE: F60700   |   |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,<br>IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.   |                               | NET INC 7583.97  |   |
| (x) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.  |                               |  |   |
| X 1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).   |                               |  |   |
| 1C. This supplemental agreement is entered in pursuant to authority of:   |                               |  |   |
| 1D. Other (Specify type of modification and authority)  |                               |  |   |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office   |                               |  |   |
| 14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>POC: ROBERSON, SHARON B.<br>PHONE: 9406767205<br><br>SEE SCHEDULE  |                               |  |   |
| ***** THIS IS A REPRINT *****   |                               |  |   |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, are unchanged and in full force and effect.  |                               |  |   |
| 15. NAME AND TITLE OF SIGNER (Type or print)  |                               | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |   |
|   |                               | ROSE MARIE FIDELIE   |   |
| 15B. CONTRACTOR/OFFEROR   | 15C. DATE SIGNED              | 16B. UNITED STATES OF AMERICA                              | 16C. DATE SIGNED  |
| (Signature of person authorized to sign)  |                               | BY <i>Rose Marie Fidelie</i>                               | 12 Oct 99   |
|   |                               | (Signature of Contracting Officer)                         |   |

URRUTIA, INCORPORATED

CAGE CODE: 0RYU7 DUNS: 782691133 TIN: 631938466  
1. THE PURPOSE OF THIS MODIFICATION IS TO OBLIGATE FUNDS TO THE  
BASE YEAR OF THIS CONTRACT.  
2. FUNDS ARE OBLIGATED IN THE TOTAL AMOUNT OF \$7,583.97 TO THE FOLLOWING  
ACCOUNTING AND APPROPRIATION CLASSIFICATIONS:  
5793400 309 6444 564458 53330 03 660700 A39001 6,103.33  
5797045 839 6444 72121 564458 53330 660700 A39002 1,480.64

( CONTINUED )

URRUTIA, INCORPORATED

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0007    | 520501REFUSE F73CED91410000<br>PRI: 09<br>SERVICES, UTILITIES, AND HOUSEKEEPING | 1        | JB   | 6103.33    | 6103.33 |
| 0008    | 520501REFUSE F73CED91410001<br>PRI: 09<br>SERVICES, UTILITIES, AND HOUSEKEEPING | 1        | JB   | 1480.64    | 1480.64 |

|  |  |                              |                            |  |                       |                                |  |
|--|--|------------------------------|----------------------------|--|-----------------------|--------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |  |                              | 11. CONTRACT ID CODE<br>13 |  | PAGE OF PAGES<br>1 03 |                                |  |
| 2. AMENDMENT/MODIFICATION NO.<br>P000005   |  | 13. EFFECTIVE DATE<br>990101 |                            | 14. REQUISITION/PURCHASE FED. NO.<br>SEE SCHEDULE  |                       | 5. PROJECT NO. (If applicable) |  |
| 6. ISSUED BY<br>820 CONTRACTING SQUADRON<br>136 K AVENUE STE 1<br>SHEPPARD AFB TX  |  | CODE<br>FA3020<br>76311-2746 |                            | 17. ADMINISTERED BY (If other than Item 6)<br>SEC-7 11/2/99  |                       | CODE                           |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)<br><br>URUTIA, INCORPORATED<br>106 W COURT SQUARE ST<br>ABBEVILLE AL 36310-2104  |  |                              |                            | 9. AMENDMENT OF SOLICITATION NO.   |                       |                                |  |
|  |  |                              |                            | 9a. DATED (See item 11)  |                       |                                |  |
|  |  |                              |                            | 10. MODIFICATION OF CONTRACT/ORDER NO.   |                       | X 61299C0003                   |  |
|  |  |                              |                            | 10a. DATED (See item 13)   |                       | FEB28                          |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS<br>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, <input type="checkbox"/> is not extended.  |  |                              |                            |  |                       |                                |  |
| Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, in virtue of this amendment, you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |                              |                            |  |                       |                                |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br>CODE: F60700  |  |                              |                            |  |                       |                                |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.<br>NET INC 8639.34   |  |                              |                            |  |                       |                                |  |
| <input checked="" type="checkbox"/> A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.<br><input type="checkbox"/> B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).<br><input type="checkbox"/> C. This supplemental agreement is entered in pursuant to authority of:<br><input checked="" type="checkbox"/> D. Other (Specify type of modification and authority)<br>X IAW 52.222-43 FAIR LABOR STANDARDS & SERVICE CONTRACT ACTS   |  |                              |                            |  |                       |                                |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ALL copies to the issuing office.   |  |                              |                            |  |                       |                                |  |
| 14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>POC: ROBERSON, SHARON B.<br>PHONE: 9406767205<br><br>SEE SCHEDULE   |  |                              |                            |  |                       |                                |  |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.   |  |                              |                            |  |                       |                                |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br><br>LEN HERNDON / VICE PRESIDENT  |  |                              |                            | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><br>ROSE MARIE FIDELIL                 |                       |                                |  |
| 15B. CONTRACTOR/OFFEROR<br><br><i>Len Herndon</i><br>(Signature of person authorized to sign)  |  | 15C. DATE SIGNED<br>12/2/99  |                            | 16B. UNITED STATES OF AMERICA<br><br><i>Rose Marie Fidelil</i><br>(Signature of Contracting Officer) |                       | 16C. DATE SIGNED<br>8 Dec 99   |  |

URRUTIA, INCORPORATED

CAGE CODE: 08YU7 DUNS #: 782691133 TIN #: 631938486

1. THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE A LINE ITEM INTO THE CONTRACT IAW FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT.

2. REPLACE PAGES 5 THROUGH 10 WITH REVISED PAGES 5 THROUGH 10 DATED 17 NOV 99, ADDING LINE ITEM X005 INCORPORATING THE WAGE DETERMINATION ADJUSTMENT INCORPORATED BY WAGE DETERMINATION NO. 94-2525, REVISED (13), DATED 8/9/99 INCORPORATED INTO THIS CONTRACT ON MODIFICATION PF-703.

3. FUNDS ARE OBLIGATED IN THE AMOUNT OF \$8,639.34 TO THE FOLLOWING ACCOUNTING AND APPROPRIATION DATA:

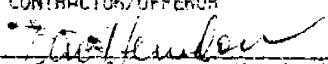
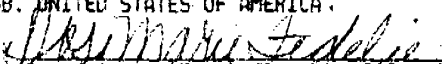
|   |             |
|---|-------------|
| 5703400 300 6444 564458 53330 03 660700 A30048      | \$ 5,000 00 |
| 5703400 300 6444 564458 53330 03 660700 A30050      | \$ 250 00   |
| 9700130 1003 2X0 6444 245280 53330 08 660700 A30051 | \$ 170 00   |
| 5707045 830 6444 72121 564458 53330 660700 A30049   | \$ 3,219 34 |

4. BLOCK 26 OF SF 1449 IS CHANGED FROM \$578,316.00 TO READ \$587,955.34 AN INCREASE OF \$8,639.34 FOR OPTION YEAR ONE.

5. OPTION PERIODS TWO THROUGH SIX ARE INCREASED BY \$8,639.34 FOR YEAR CHANGING THE TOTAL CONTRACT PRICE FROM \$3,769,654.00 TO READ \$3,778,293.34 AN INCREASE OF \$8,639.34 FOR THE CONTRACT.

6. RELEASE OF CLAIMS: IN CONSIDERATION OF THE MODIFICATION AGREED TO HEREIN AS COMPLETE EQUITABLE ADJUSTMENT, THE CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY LIABILITY UNDER THIS CONTRACT FOR FURTHER EQUITABLE ADJUSTMENTS ATTRIBUTABLE TO SUCH FACTS OR CIRCUMSTANCES GIVING RISE TO THIS CONTRACT MODIFICATION.

( CONTINUED )

|  |                               |   |                                |
|--|-------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |                               | 1. CONTRACT ID CODE<br>J  | PAGE OF PAGES<br>1 83          |
| 2. AMENDMENT/MODIFICATION NO.<br>F00007  | 13. EFFECTIVE DATE<br>99NOV29 | 4. REQUISITION/PURCHASE REQ. NO.<br>SEE SCHEDULE  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>82D CONTRACTING SQUADRON<br>136 K AVENUE STE 1<br>SHEPPARD AFB TX  | CODE<br>FA3020<br>76311-2746  | 7. ADMINISTERED BY (If other than Item 6)   | CODE                           |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)<br><br>URRUTIA, INCORPORATED<br><br>186 W COURT SQUARE ST<br>ABBEVILLE AL 36310-2104   |                               | (x) 9A. AMENDMENT OF SOLICITATION NO.<br><br>9C. DATED (See item 11)<br><br>10A. MODIFICATION OF CONTRACT/ORDER NO.<br>X F4161299C0003<br><br>10B. DATED (See item 13)<br>99FEB28 |                                |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS<br>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers<br>is extended. <input type="checkbox"/> is not extended.   |                               |   |                                |
| Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |                               |   |                                |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)  |                               | CODE: F60700  |                                |
| SEE SECTION B, BID SCHEDULE  |                               |   |                                |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.  |                               | NO. CHG. 00   |                                |
| (x) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.   |                               |   |                                |
| 1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).  |                               |   |                                |
| 1C. This supplemental agreement is entered in pursuant to authority of:<br>X CHAPTER 137 TITLE 10 USC  |                               |   |                                |
| 1D. Other (Specify type of modification and authority)   |                               |   |                                |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ALL copies to the issuing office.   |                               |   |                                |
| 14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>POC: ROBERSON, SHARON B.<br>PHONE: 9406767285<br><br>SEE SCHEDULE   |                               |   |                                |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.   |                               |   |                                |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>LEN HERNDON, VICE PRESIDENT   |                               | 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ROSE MARIE FIDELIE  |                                |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   | 15C. DATE SIGNED<br>8 DEC 99  | 15B. UNITED STATES OF AMERICA.<br><br>(Signature of Contracting Officer)                      | 15C. DATE SIGNED<br>12 DEC 99  |



URRUTIA, INCORPORATED

1. THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE BID SCHEDULE INTO BCAS FOR FINANCIAL PURPOSES.

2. THE FOLLOWING ACCOUNTING AND APPROPRIATION DATA WILL BE IDENTIFIED IN THE BID SCHEDULE BY THEIR WORK ORDER NUMBER.

5703400 300 6444 564458 53330 03 660700 A30048  
5707045 830 6444 72121 564458 53330 660700 A30049  
5703400 300 6444 564458 53330 03 660700 A30050  
9700130.1803 2X0 6444 245280 53330 08 660700 A30051

3. THE BID SCHEDULE, SUPPLIES OR SERVICE AND PRICE/COSTS  
PERFORMANCE PERIOD: OPT YEAR I: 1 OCTOBER 1999 - 30 SEPTEMBER 2000

| ITEM NO | SUPPLIES/SERVICES  | QTY      | UNIT | UNIT PRICE            | AMOUNT               |
|---------|--|----------|------|-----------------------|----------------------|
| 1001    | BASE PROPER REFUSE<br>COLLECTION AND DISPOSAL SERVICES   |          |      |                       |                      |
| 1001AA  | FOR 6 AND 8 CUBIC<br>YARD CONTAINERS   | 12       | MO   | \$18,295.00           | \$218,472.00         |
|         | A30048 - \$185,526.00  |          |      | A30050 - \$17,424.00  | A30051 - \$15,522.00 |
| 1001AB  | FOR 20 AND 30<br>CUBIC YARD/ROLL-OFF<br>CONTAINERS   | 12       | MO   | \$3,340.00            | \$40,080.00          |
|         | A30048 - \$00,000.00   |          |      |                       |                      |
| 1002    | MILITARY FAMILY HOUSING<br>REFUSE COLLECTION AND<br>DISPOSAL TO INCLUDE<br>CAPEHART, WHERRY AND<br>BUNKER HILL | 12       | MO   | \$13,997.00           | \$167,964.00         |
|         | A30048 - \$120.16  |          |      | A30049 - \$167,835.84 |                      |
| 1003    | EXTRA COLLECTIONS  |          |      |                       |                      |
| 1003AA  | FOR 6 AND 8 CUBIC<br>YARD CONTAINERS   | EST 40   | EA   | \$10.00               | \$400.00 (EST)       |
|         | A30048 - \$400.00  |          |      |                       |                      |
| 1003AB  | FOR 20 AND 30 CUBIC<br>YARD/ROLL-OFF<br>CONTAINERS   | EST 120  | EA   | \$25.00               | \$3,000.00 (EST)     |
|         | A30048 - \$3,000.00  |          |      |                       |                      |
| 1004    | LANDFILL FEES<br>NO PROFIT SHALL BE<br>INCLUDED ON THIS ITEM   | EST 5300 | TON  | \$28.00               | \$148,400.00 (EST)   |

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR ONE \$578,316.00

4. RELEASE OF CLAIMS: IN CONSIDERATION OF THE MODIFICATION AGREED TO HEREIN AS COMPLETE EQUITABLE ADJUSTMENT, THE CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY LIABILITY UNDER THIS CONTRACT FOR FURTHER EQUITABLE ADJUSTMENTS ATTRIBUTABLE TO SUCH FACTS OR CIRCUMSTANCES GIVING RISE TO THIS CONTRACT MODIFICATION.

( CONTINUED )

|   |  |  |  |   |  |
|---|--|--|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |  | (1. CONTRACT ID CODE<br>J                                  |  | PAGE OF PAGES<br>1 02   |  |
| 2. AMENDMENT/MODIFICATION NO.<br>F00008   |  | 3. EFFECTIVE DATE<br>99DEC22                               |  | 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)<br>SEE SCHEDULE |  |
| 6. ISSUED BY<br>82D CONTRACTING SQUADRON<br>136 K AVENUE STE 1<br>SHEPPARD AFB TX   |  | 7. ADMINISTERED BY (If other than Item 6)<br>CODE F03020   |  | CODE  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)<br><br>USRUTIA, INCORPORATED<br>186 W COURT SQUARE ST<br>ARBOVILLE AL 36310-2104  |  | (X) 9A. AMENDMENT OF SOLICITATION NO.                      |  | 9. DATED (See item 11)  |  |
|   |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>X F4161299CB003 |  | 10B. DATED (See item 13)<br>99FEB28   |  |
| CODE  |  | 1. FACILITY CODE   |  |   |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS<br>(The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers -<br>[ ] is extended. [ ] is not extended.  |  |  |  |   |  |
| <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 9 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> |  |  |  |   |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) CODE: F60700<br>5793400 309 6444 564458 55330 03 660700 A39001  |  |  |  |   |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14. NET DEC 1451.45   |  |  |  |   |  |
| 14. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.  |  |  |  |   |  |
| 15. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.101(b).   |  |  |  |   |  |
| 16. This supplemental agreement is entered in pursuant to authority of:   |  |  |  |   |  |
| 17. Other (Specify type of modification and authority)  |  |  |  |   |  |
| E. IMPORTANT: Contractor (X) is not, [ ] is required to sign this document and return ___ copies to the issuing office.   |  |  |  |   |  |
| 14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>POC: ROBERSON, SHARON B.<br>PHONE: 3406757205<br><br>SEE SCHEDULE  |  |  |  |   |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  |  |  |  |   |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)   |  |  | 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |   |  |
|   |  |  | ROSE MARIE FIDELIE   |   |  |
| 15C. CONTRACTOR/OFFEROR   |  | 15D. DATE SIGNED   |  | 15E. UNITED STATES OF AMERICA   |  |
| 15F. SIGNATURE OF PERSON AUTHORIZED TO SIGN   |  | BY: <i>[Signature]</i>                                     |  | 15G. DATE SIGNED  |  |
|   |  | (Signature of Contracting Officer)                         |  | <i>[Signature]</i>  |  |

URRUTIA, INCORPORATED

PAGE CODE: BYRL7

DUNS: 782691133

TIN: 631938488

1. THE PURPOSE OF THIS MODIFICATION IS TO DEOBLIGATE FUNDS IN THE AMOUNT OF \$1,451.45, FROM FY99.

2. CLIN 0004 IS REVISED FROM 2700 TONS TO 2648.1825 TONS. THE TOTAL PRICE IS REDUCED FROM \$75,600.00 TO \$74,148.55, A DECREASE OF \$1,451.45.

3. THE TOTAL VALUE OF BASE YEAR (FY99) IS REVISED FROM \$299,758.00 TO \$298,306.55, A DECREASE OF \$1,451.45.